

# EXHIBIT 3

1 MARC A. PILOTIN  
Regional Solicitor  
2 BORIS ORLOV  
Counsel for Wage and Hour  
3 CHARLES SONG (CSBN 204497)  
Senior Trial Attorney  
4 VICTORIA YEE (CSBN 326366)  
Trial Attorney  
5 UNITED STATES DEPARTMENT OF LABOR  
350 S. Figueroa Street, Suite 370  
6 Los Angeles, CA 90071-1202  
Telephone: (213) 894-1594  
7 Fax: (213) 894-2064  
yee.victoria.w@dol.gov  
8 *Attorneys for Plaintiff Martin J. Walsh*  
*Secretary of Labor*  
9

10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE DISTRICT OF ARIZONA  
12  
13

14  
15 Martin J. Walsh,  
Secretary of Labor,  
16 United States Department of Labor,  
17 Plaintiff,  
18 v.  
19

VH Harvesting, an Arizona LLC;  
T&K Feeds, Inc. an Arizona corporation;  
20 Preston Van Hofwegen, an individual.  
21 Defendants.  
22

Case No. [Case Number]

DECLARATION OF Empl 1  
IN SUPPORT  
ARY'S MOTION AND  
MEMORANDUM FOR  
TEMPORARY RESTRAINING  
ORDER AND ORDER TO SHOW  
CAUSE RE: PRELIMINARY  
INJUNCTION

1 Yo, [REDACTED], declaro lo siguiente:

2 1. Tengo conocimiento personal de todos los hechos declarados en esta declaración, y si me  
3 llamaran a testificar, podría y lo haría de manera competente.

4 2. He estado trabajando como chofer para VH Harvesting LLC en Kansas, Nuevo México,  
5 Arizona, California, Texas y Louisiana, desde marzo de este año.

6 3. Soy de [REDACTED], México. Escuche sobre el trabajo de VH Harvesting a través de un  
7 miembro de la familia que se había enterado por Preston. Luego mi familiar me dijo que me encargara de  
8 reclutar a otros trabajadores y reunir las fotos de sus pasaportes y copias de las licencias de conducir para  
9 dárselas a VH Harvesting.

10 4. En el momento de la contratación, me dijeron que conduciría camiones en los campos.  
11 Me pagarían \$ 150 por día, trabajaría un máximo de 10 a 12 horas por día y cualquier tiempo que supere  
12 las 12 horas sería tiempo extra. No me dijeron cuánto más me pagarían por las horas superiores a 12. Me  
13 dijeron que iba a trabajar en Kansas, Arizona y Texas solamente. No me dijeron que trabajaría para varias  
14 empresas. Además, no me dijeron que tendría que realizar el mantenimiento de los camiones.

15 5. El 27 de febrero de 2022 salí de mi ciudad natal de [REDACTED] en una camioneta pagada por  
16 VH Harvesting a Nogales, MX. Me alojé en el Hotel Plaza Nogales durante cuatro noches y cinco días  
17 con otros 10 trabajadores. VH Harvesting pagó el hotel.

18 6. El 4 de marzo de 2022 obtuve mi visa. Una vez que pudimos entrar a los EE. UU., nos  
19 dieron \$ 250 en efectivo para comidas y subsistencia. El contrato se proporcionó el 27 de Febrero, en  
20 Nogales, MX en inglés y no en español, mi idioma nativo. Se adjunta como Anexo A una copia fiel y  
21 correcta de mi contrato.

22 7. Después de recibir las visas el 4 de Marzo, nos subieron inmediatamente a una camioneta  
23 de la empresa y nos llevaron a Kansas, donde recogimos camiones. Ese día no nos dieron de comer hasta  
24 las 10 de la noche. Pasamos la noche en Kansas en un hotel. Nos alojamos 4 personas en una habitación  
25 de hotel y eran 2 hombres en una cama.

26 8. Al día siguiente, a las 4 a. m., nos fuimos al taller para agarra camiones para que  
27 empezáramos a conducir de regreso a Arizona. Llegamos hasta Nuevo México antes de tener que  
28 detenernos y quedarnos en otro hotel. La situación de la habitación era la misma que en Kansas. Nos

**DECLARATION**

1 quedamos una noche antes de continuar el viaje a Arizona al día siguiente a las 6 a.m. Llegamos a Arizona  
2 alrededor de las 9 p.m.

3 9. Una vez en Arizona, mis deberes laborales eran conducir los camiones desde las granjas  
4 hasta varios campos o lecherías durante 3 o 4 días a la semana. Los otros días, se me pidió que trabajara  
5 en el taller de VH Harvesting y ayudara a los mecánicos con mantenimiento y mecánica en los camiones  
6 porque no había otros camiones.

7 10. Al fin de marzo, me dieron instrucciones de conducir con otro compañero a Louisiana en  
8 el camión. Durante este tiempo, estuvimos transportando arena para una compañía llamada Sierra en  
9 Louisiana y Texas. Estuve en Louisiana y Texas durante dos semanas, pero a 4 trabajadores se les dijo  
10 que se quedaran una o dos semanas más.

11 11. Durante este tiempo, se nos pidió que durmiéramos en la cabina de los camiones. Tuve  
12 que compartir la cama con otro trabajador. Las condiciones en la cabina eran apretadas e incómodas.  
13 Además se metía el agua de la lluvia en la cabina.

14 12. Para bañarnos y comprar comida, íbamos a las paradas de camiones. Estimo que pagué  
15 alrededor de \$50 a \$60 por día para comer y bañarme durante este período. Pagamos por esto con nuestro  
16 propio dinero.

17 13. Luego me dijeron que volviera a Arizona. Trabajé en Arizona yendo y viniendo de las  
18 granjas a las lecherías hasta el [REDACTED] de abril, que fue cuando me dijeron que fuera a Bakersfield, CA para  
19 trabajar para TK Feed. Antes de ir a Bakersfield regrese a Mexico por 4 noches y 5 días para algo  
20 personal.

21 14. Trabajé en Bakersfield, CA del 2 al 17 de Mayo conduciendo para TK Feed. Nos  
22 proporcionaron una casa. Conducíamos aproximadamente de 12 a 14 horas al día, los 7 días de la semana.

23 15. Luego me dijeron que regresara a Arizona el 17 de mayo. La primera semana después de  
24 mi regreso, trabajé aproximadamente de 12 a 14 horas por día. Luego, en julio, las horas aumentaron a  
25 unas 14 a 16 horas al día, los 7 días de la semana.

26 16. Actualmente estoy trabajando para TK Feed recogiendo diferente tipos de alimento para  
27 vacas para llevar a su lechería y otras lecherías los 7 días de la semana y si no hay trabajo descansamos  
28 1 día a la semana. Actualmente vivo con otros 3 trabajadores que hacen lo mismo. VH Harvesting me

**DECLARATION**

1 paga, pero recibo instrucciones de TK Feed. Mi supervisor es el propietario, Preston, de VH Harvesting.  
2 Nuestro contacto y supervisor para TK Feed es Arcenio.

3 17. Desde julio hasta finales de septiembre estuvimos trabajando de 12 a 16 horas al día, los  
4 7 días de la semana. La semana pasada le dije a Preston que me pagan muy poco y trabajo demasiado.  
5 Me dijo que, si no me gustaba, me llevaría a mí y a mi compañeros a la casa por nuestras cosas y él me  
6 llevaría a la frontera sin pagarme el transporte a [REDACTED] MX.

7 18. El 26 de Septiembre de 2022, también hablé con TK Feed sobre el salario bajo y las horas  
8 altas, y dijeron que comenzarían a pagarme por hora. El cual se reflejo en el cheque el ultimo que agarre.

9 19. Después de hablar con Preston sobre las horas altas, TK Feed redujo mi horario y el de  
10 otros trabajadores a 10-12 horas al día con el domingo como día libre.

11 20. Al comienzo de mi empleo, me pagaban \$100 por día durante el tiempo que trabaje con  
12 VH Harvesting. Me han pagado \$150 desde que llege a TK Feed. Me pagan dos veces al mes. Me pagan  
13 la tarifa diaria independientemente de las horas que trabajo. Se adjuntan como Anexo B copias verdaderas  
14 y correctas de algunos de mis cheques de pago.

15 21. Actualmente vivo en una casa en Maricopa, Arizona. Vivo allí con otros 3 trabajadores.  
16 Eran 6 trabajadores en la casa, pero 2 se fueron. Uno estaba enfermo y el otro se fue porque el trabajo  
17 pagaba muy poco y eran muchas horas. Los otros trabajadores y yo no recibimos deducciones por  
18 comidas. En el camino, hubo momentos en los que no pagaron lo suficiente para pagar las comidas.

19 22. Los otros trabajadores y yo recibimos dos camionetas que usamos para ir y venir de la  
20 lechería para recoger los camiones todos los días. Los estados en los que he trabajado bajo la dirección  
21 de Preston son: Texas, California, Arizona, Luisiana y Nuevo México.

22 23. Además de conducir, también me dicen que haga mantenimiento y mecánica a los  
23 camiones cuando trabaje para VH Harvesting. Tengo experiencia en la conducción de los camiones, pero  
24 no tengo experiencia en mecánica.

25 24. Estamos obligados a mantener registros de los conductores que también sirvan como hojas  
26 de tiempo. Estos registros son mantenidos por VH Harvesting y TK Feed. Los registros tienen la hora de  
27 inicio y finalización, la ubicación y el millaje. Se adjuntan como Anexo C copias verdaderas y correctas  
28

**DECLARATION**

1 de algunos de mis registros de manejo. Recientemente, nos dijeron que bajáramos en la internet una  
2 aplicación llamada MyETimeCard de Worksana en la que marcamos la entrada y la salida.

3 25. Cuando hablamos sobre las condiciones y el pago, Preston nos dijo que, si no estamos  
4 contentos, nos llevará a la frontera para que podamos regresar a casa sin pagar nos el transporte de regreso  
5 a [REDACTED] MX. También ha hecho amenazas diciendo que llamará a la policía e inmigración contra  
6 nosotros. Temo que tomará represalias contra nosotros por hablar sobre las condiciones del lugar de  
7 trabajo.

8 26. Los otros trabajadores y yo estamos preocupados de que las amenazas de Preston de llamar  
9 a inmigración y devolvernos a México causen problemas con nuestras visas y la capacidad de obtener  
10 futuras visas de trabajo para regresar a los EE. UU.

11  
12 Declaro bajo pena de perjurio bajo las leyes de los Estados Unidos que lo anterior es  
13 verdadero y correcto y que esta declaración fue ejecutada en Maricopa, Arizona, Estados Unidos el 11  
14 de octubre de 2022

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**DECLARATION**

1 I, [REDACTED], declare as follows:

2 1. I have personal knowledge of all facts stated in this declaration, and if called to  
3 testify, I could and would testify competently thereto.

4 2. I have been working as a driver for VH Harvesting LLC in Kansas, New Mexico,  
5 Arizona, California, Texas and Louisiana, since March of this year.

6 3. I am from [REDACTED], Mexico. I heard about VH Harvesting through a family  
7 member who knew about Preston. Then my family member told me to handle the recruiting of  
8 other workers and gather their passport pictures and driver's license copies to give to VH  
9 Harvesting.

10 4. At the time of recruitment, I was told that I would be driving semi-trucks in the  
11 fields. I would be paid \$150 a day, work a maximum of 10-12 hours a day, and anything over  
12 12 hours would be overtime. I was not told how much extra I would be paid for hours over 12.  
13 They told me that I was only going to work in Kansas, Arizona and Texas. I was also not told  
14 that I would be working for multiple companies. Additionally, I was not told that I would be  
15 required to perform maintenance on the trucks that I drive.

16 5. On February 27, 2022, I left my hometown of [REDACTED] in a van paid for by VH  
17 Harvesting to Nogales, MX. I stayed at Hotel Plaza Nogales for four nights and five days with  
18 10 other workers. VH Harvesting paid for the hotel.

19 6. On March 4, 2022, I got my visa. Once we were able to enter the U.S., we were  
20 given \$250 via check for meals and subsistence. The contract was provided the 27<sup>th</sup> of February,  
21 in Nogales, MX in English and not in Spanish, my native language. Attached as Exhibit A is a  
22 true and correct copy of my contract.

23 7. After we received the visas on the 4<sup>th</sup> of Marth, we were immediately put into a  
24 company van and driven to Kansas where we picked up semi-trucks. We did not get fed that day  
25 until 10 p.m. We stayed the night in Kansas at a hotel. We stayed 4 people to one hotel room,  
26 and it was 2 men to one bed.

27 8. The next day at 4 a.m., we went to the workshop to get trucks so that we could  
28 begin driving back to Arizona. We made it as far as New Mexico before we had to pull over and

**DECLARATION**

1 stay at another hotel. The room situation was the same as Kansas. We stayed one night before  
2 continuing the journey to Arizona the next day at 6 a.m. We arrived in Arizona at around 9 p.m.

3 9. Once in Arizona, my job duties were to drive the semi-trucks from farms to  
4 various warehouses or dairies for 3-4 days a week. The other days, I was required to work in the  
5 VH Harvesting shop and help the mechanics with performing maintenance and mechanical  
6 work on the trucks.

7 10. Towards the end of March, I was instructed to drive alongside another worker, to  
8 Louisiana in the semi-truck. During this time, we were transporting sand for a company called  
9 Sierra in Louisiana and Texas. I was in Louisiana for 2 weeks, but 4 workers were told to stay  
10 for an additional week or two.

11 11. During this time, we were required to sleep in the cab of the semi-trucks. I had to  
12 share the bed with another worker. The conditions were cramped and uncomfortable.  
13 Additionally, water would get into the cabin from the rain.

14 12. To shower and buy food, we would go to truck stops. I estimate that I paid about  
15 \$50 to \$60 per day to eat and shower during this period. We paid for this out of our own money.

16 13. Then they told me to go back to Arizona. I worked in Arizona coming and going  
17 to dairy farms until the [REDACTED] of April, that was when I was told to go back to Bakersfield, CA to  
18 work for TK Feed. Before going to Bakersfield, I went back to Mexico for 4 nights and 5 days  
19 for something personal.

20 14. I worked in Bakersfield, CA from the 2<sup>nd</sup> to the 17<sup>th</sup> of May driving for TK Feed.  
21 We were provided a house. We drove approximately 12 to 14 hours a day, 7 days a week.

22 15. I was then told to go back to Arizona on May 17. The first week after my return,  
23 I worked approximately 12 to 14 hours a day. Then in July, the hours picked up to about 14 to  
24 16 hours a day, 7 days a week.

25 16. Currently I am working for TK Feed picking up different types of cow food to  
26 transport to the dairy farm and other dairy farms 7 days a week and if there is no work, we rest 1  
27 day per week. I currently live with 3 other workers who do the same thing. I am paid by VH  
28

**DECLARATION**



1 Harvesting but receive direction from TK Feed. My supervisor is the owner, Preston, from VH  
2 Harvesting. Our contact and supervisor for TK Feed is Arcenio.

3 17. From July to the end of September we were working 12-14 hours a day, 7 days a  
4 week. Last week, I told Preston that I get paid too little and work too much. He told me that if I  
5 didn't like it, I could go to the hotel and get my stuff and he would take me to the border and not  
6 pay for my transportation back to [REDACTED], MX.

7 18. On the 26<sup>th</sup> of September of 2022, I also spoke with TK Feed about the low pay  
8 and high hours, and they said they would start paying me hourly. This is what my latest check  
9 showed.

10 19. After talking to Preston about the high hours, TK Feed reduced my and other  
11 workers' hours to 10-12 hours a day with Sunday as a day off.

12 20. At the beginning of my employment, I was paid \$100 per day during the time  
13 that I spent working for VH Harvesting. I have been paid \$150 since I arrived at TK Feed. I am  
14 paid twice a month. I am paid the day rate regardless of the hours that I work. Attached as  
15 Exhibit B are true and correct copies of a few of my paychecks.

16 21. I am currently living at a house in Maricopa, Arizona. I live there with 3 other  
17 workers. There used to be 6 of us workers in the house but 2 left. One was sick and the other left  
18 because the work paid too little. The other workers and I do not receive deductions for meals.  
19 On the road, there have been times where we had not been paid enough to afford meals.

20 22. The other workers and I were given two pick-up trucks that we use to get to and  
21 from the dairy to pick up the semi-trucks every day. The states I have worked in under Preston's  
22 direction are: Texas, California, Arizona, Louisiana, and New Mexico.

23 23. In addition to driving, I am also told to perform maintenance and mechanics to  
24 the trucks when I drove for VH Harvesting. I have experience in driving the trucks, but do not  
25 have experience in mechanics.

26 24. We are required keep driver logs that also double as time sheets. These logs are  
27 maintained by VH Harvesting and TK Feed. The logs have the start and end time, location, and  
28 mileage on them. Attached as Exhibit C are true and correct copies of some of my driver logs.

**DECLARATION**

1 Recently, we were told to download an internet app called MyETimeCard by Worksana where  
2 we clock in and out on.

3 25. When we have spoken up about the conditions and pay, Preston has told us that  
4 if we are unhappy, he will drive us down to the border so we can go back home without paying  
5 our return to [REDACTED], MX. He has also made threats stating that he will call law enforcement  
6 and immigration on us. I am afraid that he will retaliate against us for speaking up about  
7 workplace conditions.

8 26. The other workers and I are concerned that Preston's threats to call immigration  
9 and return us to Mexico will cause problems with our visas and ability to obtain future work  
10 visas to return to the U.S.

11  
12 I declare under penalty of perjury under the laws of the United States that the above is  
13 true and correct and that this declaration was executed in Maricopa, Arizona, United States on  
14 October 11, 2022.

15  
16  
17  
18  
19  
20 I, Corrado Salvia, certify that I am fluent or competent in English and Spanish, and that  
21 the above/attached document is an accurate translation of the Declaration of [REDACTED].

22 **CORRADO**  
23 **SALVIA**  
Digitally signed by CORRADO  
SALVIA  
Date: 2022.10.18 13:42:18  
-07'00'

24 10/12/2022  
25 Corrado Salvia  
26 230 N 1<sup>st</sup> Ave Suite 402  
Phoenix, AZ 85003

27  
28  
**DECLARATION**

# EXHIBIT A

# EMPLOYMENT CONTRACT

**EMPLOYER:** VH Harvesting

**EMPLOYEE:**

**PERIOD OF CONTRACT:** 03/01/2022 - 12/01/2022

**JOB DESCRIPTION:** Operates self-propelled custom class harvesting machines to harvest a variety of grain and oilseed silage crops such as wheat, alfalfa, milo; adjusts settings of harvesting machinery; drives truck to transport crops to storage area; drives truck to move harvesting machines between worksites; services machinery, and makes in field repairs; driving farm vehicle; minor daily and incidental upkeep to equipment and worksite.

**EXPERIENCE REQUIREMENT:** Three (3) months recent and verifiable experience required for the job duties listed. Must be able to obtain a drivers license within 30 days following hire and obtain clean driving record. Be able to lift up to 75 lbs. Once hired, worker may be required to take a random drug test at no cost to the worker. Testing positive or failure to comply may result in immediate termination from employment.

**WORKSITE LOCATION:** See attached for locations

**CONTACT INFORMATION:** Preston Van-Hofwegen, (602) 540-0182, 41940 West Chambers Court  
Maricopa, AZ 85138

**3/4 GUARANTEE:** The employer guarantees to offer the worker employment for a total number of worker hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any.

**HOURS OF WORK:** Basic 48 hours per week. Employer may request additional hours.

**RATE AND SCHEDULE OF PAY:** Rates may vary upon location (\$14.79 - \$16.47). No bonus will be required. The pay schedule is at least twice per month accompanied by a record of hours worked.

**LODGING AND BOARD:** Employer will furnish free and convenient cooking and kitchen facilities, all of which are in working order, including refrigeration, space for food preparation, cooking accessories and utensils, appliances, and dishwashing facilities so that workers may prepare their own meals. Kitchen facilities include adequate sinks with hot and cold water under pressure. Employer will provide transportation once a week to assure workers access to stores where they can purchase groceries, when the employer is providing cooking and kitchen facilities.

**OTHER ASSURANCES:** Workers Compensation coverage is provided at no extra cost to the employee. The employer must provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. If the worker completes 50% of the work contract period, the employer must pay the worker for the reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer. If the worker completes the work contract period, the employer will provide or pay for transportation (including daily subsistence) from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. The employer will provide transportation between housing provided or secured by the employer and the employer's worksite at no cost to the worker.

**DEDUCTIONS:** Reasonable repair cost of damage from deliberate or negligent destruction, other than that caused by normal wear and tear for damage to housing, furnishings, tools, or equipment, applicable Federal or State Taxes, and wage garnishments required by law may be deducted from the worker's pay. Employer may make voluntary

Case 2:22-cv-01805-DJH Document 2-4 Filed 10/20/22 Page 13 of 22  
deductions at work for items not required to perform the job such as interest, tax, no interest cash advances, non work related medical expenses, etc. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

**PAY RECORDS:** Employer will maintain accurate and adequate records with respect to the worker's earnings in accordance with 20 CFR 655.122(j) and will furnish on or before each payday hours and earnings statements containing the content required by 20 CFR 655.122(k).

**CONTRACT IMPOSSIBILITY:** If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

- (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;
- (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and
- (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

**DUTY TO DEPART THE UNITED STATES:** H-2A workers must leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent H-2A employer.

**TERMINATIONS:** If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

**SIGNATURE OF:**

VH Harvesting  
Employer

02/28/22  
Date

Date

# EXHIBIT B

Employee

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			1,500.00	2,900.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
Net Pay			1,500.00	2,900.00

Pay Period: 04/01/2022 - 04/15/2022

Pay Date: 04/16/2022

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

VH Harvesting

11160

Employee

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			2,100.00	7,100.00
Salary			0.00	2,500.00
			2,100.00	9,600.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
Net Pay			2,100.00	9,600.00

Pay Period: 05/16/2022 - 05/21/2022

Pay Date: 06/02/2022

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

VH Harvesting

11118

Employee

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			1,350.00	4,250.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
Net Pay			1,350.00	4,250.00

Pay Period: 04/16/2022 - 04/30/2022

Pay Date: 05/01/2022

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

VH Harvesting

11177

Employee

SSN

Earnings and Hours				Pay Period: 05/01/2022 - 05/15/2022	Pay Date: 05/16/2022
	Qty	Rate	Current	YTD Amount	
Salary			2,500.00	2,500.00	
Paycheck			0.00	5,000.00	
			2,500.00	7,500.00	
Taxes				Current	YTD Amount
Federal Withholding				0.00	
AZ - Withholding				0.00	
				0.00	
Net Pay			2,500.00	7,500.00	

VH Harvesting, LLC, 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll



Employee	SSN			
				Pay Period: 06/01/2022 - 06/15/2022
				Pay Date: 06/16/2022
Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			2,100.00	4,600.00
Paycheck			0.00	7,100.00
			2,100.00	11,700.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			2,100.00	11,700.00

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

VH Harvesting

11128

Employee	SSN			
				Pay Period: 05/01/2022 - 05/01/2022
				Pay Date: 06/02/2022
Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			750.00	5,000.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			750.00	5,000.00

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

VH Harvesting

11043

Employee	SSN			
				Pay Period: 03/16/2022 - 03/31/2022
				Pay Date: 04/01/2022
Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			1,400.00	1,400.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			1,400.00	1,400.00

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll

Employee

SSN

Pay Period: 07/01/2022 - 07/16/2022

Pay Date: 07/16/2022

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			2,550.00	9,200.00
Paycheck			0.00	7,100.00
			2,550.00	16,300.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			2,550.00	16,300.00

41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll



VH Harvesting  
41940 West Chambers Court  
Maricopa, AZ 85138

Great Western Bank  
76-873/914

11240

7/1/2022

PAY TO THE  
ORDER OF

Two Thousand Fifty and 00/100\*\*\*\*\*

\$ \*\*2,050.00

DOLLARS

EMO

Pay Period: 06/16/2022 - 06/30/2022

*Patricia Van Horn*  
AUTHORIZED SIGNATURE

⑈011240⑈ ⑆091408734⑆ 154⑈61420⑈

Photo Safe Deposit

Details on Back

VH Harvesting

11240

Employee

SSN

Pay Period: 06/16/2022 - 06/30/2022

Pay Date: 07/01/2022

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			2,050.00	6,650.00
Paycheck			0.00	7,100.00
			2,050.00	13,750.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			2,050.00	13,750.00

Employee

SSN

Pay Period: 08/16/2022 - 08/29/2022

Pay Date: 09/06/2022

Earnings and Hours	Qty	Rate	Current	YTD Amount
Paycheck			2,550.00	11,750.00
Salary			0.00	11,300.00
			2,550.00	23,050.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			2,550.00	23,050.00

VH Harvesting, LLC., 41940 West Chambers Court, Maricopa, AZ 85138

Powered by Intuit Payroll



VH Harvesting  
41940 West Chambers Court  
Maricopa, AZ 85138

Great Western Bank  
78-873/914

11282

8/1/2022

\$ \*\*2,100.00

PAY TO THE  
ORDER OF

Two Thousand One Hundred and 00/100\*\*\*\*\*

DOLLARS

AUTHORIZED SIGNATURE

Photo Safe Deposit

Details on Back

MEMO

Pay Period: 07/15/2022 - 07/15/2022

⑈011282⑈ ⑆091408734⑆ 154⑈61420⑈

VH Harvesting

11282

Employee

SSN

Pay Period: 07/15/2022 - 07/15/2022

Pay Date: 08/01/2022

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			2,100.00	11,300.00
Paycheck			0.00	7,100.00
			2,100.00	18,400.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	
AZ - Withholding			0.00	
			0.00	
Net Pay			2,100.00	18,400.00

# EXHIBIT C







10:52 AM

T K FEEDS, INC.  
DRIVERS LOG

DRIVERS NAME [REDACTED] TRUCK # 2-138 DATE 09/23/2022  
 START TIME: 06:00 am END TIME: 10:52 TOTAL HOURS: 5:00 hrs  
~~11:00 am~~

OFF/ON ROAD	LOADED/EMPTY	ORIGIN	DESTINATION	COMMODITY	TICKET #	NET WEIGHT	START ODOMETER	END ODOMETER	TOTAL AZ MILES	TOTAL "OUT" MILES
	L	willcox	T&X	whole corn	20313		1096535	1096713	178	

NUMBER

20313

11110

☐ T & K RED RIVER DAIRY  
 731 North Smith Road  
 Maricopa, Arizona 85139

 (520) 424-3622  
 (480) 895-2922  
 Fax (520) 424-3090

☐ T & K FEEDS, INC.  
 P.O. Box 189  
 Stanfield, Arizona 85172-0189

DATE

80300 lb 23 SEP 2022

COMMODITY

SELLER

BUYER

CARRIER

LICENSE NO.

TRUCK:

TRAILER:

SHIPPER

DRIVER ON ☐ OFF ☐

WEIGHER

REMARKS

29780 lb 23 SEP 2022

50520